

GENERAL SERVICES
600 NE COLBERN ROAD
LEE'S SUMMIT, MO 64086

REQUEST NO.	B4-08-008
DATE	August 26, 2008
PAGE NO.	1
NO. OF PAGES	22

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

1:00 p.m., Local Time, September 16, 2008

AND THEN PUBLICLY OPENED AND READ SEPTEMBER 17, 2008 FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered

MoDOT – District 4
600 NE Colbern Road
Lee's Summit, MO 64064

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING. **ALL BIDS SHOULD BE EXTENDED AND TOTALED.**

BUYER: Robin Warren
BUYER EMAIL:
Robin.Warren@modot.mo.gov

BUYER TELEPHONE: 816-622-0054

SUPPLIES OR SERVICES

Janitorial Services

To establish a contract to furnish "Janitorial Services" with an effective date of October 1, 2008.

Components of Agreement: The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

Return sealed bid to the address shown at the top of this page.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

Is your firm MBE certified? Yes No

Title: _____
Is your firm WBE certified? Yes No

**MISSOURI
HIGHWAYS AND TRANSPORTATION
COMMISSION**

JEFFERSON CITY, MISSOURI

BID

OF

COMPANY NAME _____

CONTRACTOR NAME _____

CONTRACTOR SIGNATURE _____

ADDRESS _____

PHONE NUMBER _____

COMPANY FEDERAL TAX ID# OR CONTRACTOR SOCIAL SECURITY #: _____

FOR

RFB # B4-08-008 (JANITORIAL SERVICE)

OF THE

DISTRICT 4 HEADQUARTERS BUILDING
AND
DISTRICT 4 GENERAL SERVICES BUILDING (Selected Areas)

LEE'S SUMMIT, MISSOURI

**Request for Bid
Janitorial Services
Missouri Department of Transportation's
District 4 Headquarters Building and District 4 General Services Building
Lee's Summit, Missouri**

Bids for providing janitorial services to the Missouri Department of Transportation's District 4 Headquarters Complex are being solicited.

[Any bidder interested in a walk-through of the buildings will need to be present at 10:00 AM on Tuesday, September 9, 2008, at 600 NE Colbern Road, Lee's Summit, MO. This walk-through is not mandatory, but this will be the only opportunity to see the facilities prior to submitting a bid.](#)

Bids must be returned in a sealed envelope clearly marked as "RFB # B4-08-008 (Janitorial Service)" in the lower left corner of the envelope and addressed to the Missouri Department of Transportation, ATTN: General Services – Procurement, 600 NE Colbern Road, Lee's Summit, MO 64086.

Bids will be received until 1:00 PM (CST) on Tuesday, September 16, 2008. Bids will be publicly opened and read on Wednesday, September 17, 2008 at 10:00 AM in the Missouri Department of Transportation General Services Building in Lee's Summit, Missouri.

Bids must be made on forms provided by the Department. The right is reserved by the Missouri Highways and Transportation Commission to reject any and all bids.

MISSOURI DEPARTMENT OF TRANSPORTATION

Robin Warren, Senior Procurement Agent

1. GENERAL REQUIREMENTS

- A. Provide janitorial services as specified herein for the Missouri Highways and Transportation Commission (hereinafter referred to as the Commission) in a manner consistent with professional janitorial practices and to the complete satisfaction of the Commission.
- B. Janitorial services to be provided for all areas of the District 4 Headquarters Building and selected areas of the District 4 General Services Building. There are approximately 300 employees at the Headquarters Building and 30 employees at the General Services Building.
- C. Janitorial services to be provided for the selected areas in the District 4 General Services Building consists of all office areas, hallways, break rooms, and restrooms. It does not include shop service station or warehouse areas.

2. PERSONNEL REQUIREMENTS

- A. The Contractor shall be responsible for all supervision required to satisfactorily perform the requirements of the contract.
- B. The Contractor shall name in writing a designated representative and alternate available daily to the Commission. The Contractor shall also supply address and telephone number of the contact person and alternate. This representative should be available during normal business hours (7:30 AM to 4:00 PM- Monday through Friday) for telephone conversations and/or meetings with personnel from the department regarding the janitorial services. This representative shall have the authority to speak on behalf of the Contractor and make decisions on behalf of the Contractor.
- C. The Contractor shall not use, nor allow the employees of the Contractor to use any Commission telephones, without prior approval of the Commission.
- D. The Contractor or employees of the Contractor shall not be permitted guests or visitors while on the premises of the Commission without prior approval of the Commission, or the Commission's representative.
- E. Employees of the Contractor shall be required to wear at all times, while on the premises of the Commission, picture ID name tags designating them as an employee of the Contractor.

3. EQUIPMENT AND SUPPLY REQUIREMENTS

- A. The Contractor must furnish and maintain, in good repair, equipment necessary to perform this janitorial service including, but not limited to mops, brooms, shampooers, buffers, sweepers, etc.
- B. The Contractor may either own or rent, at the Contractor's expense, equipment for performing the requirements of the contract.
- C. Toilet tissue, paper towels, trash can liners, liquid hand soap, air fresheners and sanitary liners will be furnished by the Contractor. The Contractor will place these items in their respective receptacles.

- D. The Contractor shall furnish all cleaning chemicals, including but not limited to stripper, wax, shampoo, glass cleaner, disinfectant, etc.
- E. The Contractor shall only use **environmentally preferable products** in the performance of services required herein unless a written exception to this requirement is obtained from MoDOT for a specific product(s). Failure of the Contractor to use environmentally preferable products or failure to demonstrate the willingness and efforts necessary to use such environmentally preferable products may be considered breach of contract.
- F. The Contractor shall not use any products, supplies or equipment that may be injurious or damaging to the surface upon which they are applied.
- G. The Contractor shall provide MoDOT contact personnel with a Material Safety Data Sheet (MSDS) for each product/chemical seventy-two (72) hours prior to the Contractor's use of any product/chemical in any of the MoDOT Buildings. The Contractor must maintain a file of the Material Safety Data Sheets (MSDS) on the inside door in the janitorial closet where the product/chemical is to be stored. The Materials Safety Data Sheets (MSDS) will remain the property of MoDOT.
- H. A closet/area will be provided in each building designated for the Contractor's use. This area is to be kept clean and free of debris.

4. SECURITY REQUIREMENTS

- A. The Contractor shall be responsible for keeping the Commission's areas of the building locked while the Contractor or the Contractor's employees are on the premises. Only authorized persons shall be permitted on premises. The Contractor shall be responsible for locking all doors and turning lights off upon completion of the janitorial services. In addition, the Contractor will also be responsible for activating any security system(s) according to instructions in order to protect the security of the building.
- B. The Contractor shall be held responsible for any breakage, damage and/or loss of the Commission's equipment or supplies through negligence and/or other inappropriate actions of the Contractor or the Contractor's employees while working on the Commission's premises.
- C. The Contractor shall not use nor allow the Contractor's employees to use any Commission equipment, supplies and/or telephone without prior approval by the Commission.
- D. The Contractor shall be issued sufficient keys/cards to all areas where janitorial services are required. Keys, cards, and access codes should be safeguarded by the Contractor. The Contractor shall not duplicate any keys/cards issued by the department. If evidence of duplication or loss is ascertained beyond reasonable doubt, the Missouri Department of Transportation shall have the right to immediately replace all locks and keys at the building locations and make necessary adjustments to the security access system and to charge the Contractor for this replacement.
- E. In the process of performing the requirements of the contract, the Contractor and/or the Contractor's employees may become aware of information required by law to be kept confidential. The Contractor and its employees must not at any time disclose, directly or indirectly, any information gained during the performance of the services required by the contract.

5. SPECIFIC REQUIREMENTS

Workers will not perform work duties during normal office hours (6:30 AM to 5:00 PM – Monday through Friday). Additional duties may be performed on weekend days as scheduled with the Commission's contact person. The Contractor shall notify the Commission or the Commission's representative, on schedules of weekly, monthly, quarterly, and annual contractual duties in writing within 14 days of notice to proceed.

Contractor is required to spend a minimum of 16 total man-hours per day cleaning the District Headquarters Building.

A. DAILY:

Excluding state holidays, the Contractor shall perform the following tasks five nights each week at the District 4 Headquarters Building and District 4 General Services Building.

1. Thoroughly clean and disinfect all restroom floors, restroom fixtures and restroom equipment. Fill paper towel dispensers, soap dispensers, sanitary liner and toilet paper dispensers.
2. Empty all wastepaper baskets, trash and disposal containers and place refuse in the dumpsters. Wastebaskets are to be washed as necessary to be kept clean. In addition, empty and clean all smoking receptacles at building entrances.
3. Vacuum all carpet and entrance mats.
4. Wet mop entrances and stairwells to enhance appearance and protection.
5. Clean all door glass and entry foyer glass, inside and outside, removing all fingerprints and dirt.
6. Spot clean all glass partitions to conference room areas as needed, removing fingerprints and dirt.
7. Clean and disinfect all handrails, doorknobs, levers and wall switches as needed.
8. Table and desk in reception area should be dusted and polished.
9. Clean, polish and disinfect all drinking fountains.
10. Thoroughly sweep and clean non-carpeted floors using treated brooms or dust mops.
11. Dust all horizontal surfaces (desk tops, cubicle work surfaces, table top, etc.) with treated dust cloths. No papers, books, or other items should be disturbed. It is the responsibility of the MoDOT employee to remove such items in preparation for janitorial cleaning each night.
12. Clean break room/break areas. Clean, disinfect and polish sinks, counter tops, tables and chairs. Clean microwaves inside and out and properly disinfect. Dust and/or damp wipe vending machines and refrigerators (exterior surfaces). Empty and clean coffee pots as necessary.
13. Elevator interior and elevator doors shall be cleaned and polished as needed.

14. On a daily basis, the Contractor shall perform any and all other related and contingent miscellaneous janitorial duties, which may arise from time to time as a result of accidental spilling, stains or untidy conditions.

B. WEEKLY:

The Contractor shall perform the following tasks on a weekly basis at the District 4 Headquarters Building and at the District 4 General Services Building.

1. Wet mop all tile floors and stairways, not mopped on a daily basis.
2. Telephones and handsets shall be cleaned and sanitized as needed.
3. Remove all cobwebs from ceilings, doors, and corners within the building, as needed.
4. Empty the paper recycle containers as needed.
5. Remove black marks and high-speed buff all tile floors. ALL marbled flooring to be damp mopped and buffed.
6. Thoroughly clean all glass partitions to conference room areas, removing fingerprints and dirt.
7. Dust and polish all LOW wood paneled walls.
8. High/low dust picture frames, chair legs, window frames, window blinds, etc.

C. MONTHLY:

The Contractor shall perform the following tasks on a monthly basis at the District 4 Headquarters Building and at the District 4 General Services Building.

1. Deep scrub and recoat all tile floors with one coat of approved finish and deep scrub stairways.
2. Vacuum all upholstered furniture.
3. Sweep, dust and mop storage areas.

D. QUARTERLY:

The Contractor shall perform the following tasks on a quarterly basis at the District 4 Headquarters Building and at the District 4 General Services Building.

1. Clean all registers, heating and cooling ventilators tops of partitions, and exposed pipes.
2. Dust all light fixtures and ceiling fans.

E. TRI-ANUALLY:

The Contractor shall perform the following tasks once every four (4) months at the District 4 Headquarters Building and at the District 4 General Services Building.

1. Pre-treat all traffic lanes for stains and spots.
2. Shampoo and deep clean carpets.

F. SEMI-ANNUALLY:

The Contractor shall perform the following tasks on a semi-annual basis at the District 4 Headquarters Building.

1. Dust and polish all HIGH wood paneled walls.
2. Thoroughly clean high glass and ledges on the outside of the boardroom and the high ledges on the north foyer wall.

G. ANNUALLY:

The Contractor shall provide the following services on an annual basis at the District 4 Headquarters Complex.

1. Spray all carpeting to prevent static electricity, preferably in the fall of the year.
2. Clean all wall surfaces, taking care not to use any liquid that will mar or scratch the walls or partition panels.
3. Strip, wax, and seal all tiled floor areas being serviced.
4. Thoroughly clean, by best method, the brick exterior of the elevator shaft.

H. MISCELLANEOUS:

The Contractor shall perform any and all other related and contingent miscellaneous janitorial cleaning duties, which may arise as a result of accidental stains or untidy conditions at no cost to the Commission. Severe stains or conditions, which cannot be corrected will be addressed by the Commission representative.

6. DEPARTMENT RESPONSIBILITY:

- A. The Commission's representative will be the District Engineer, the General Services Manager, Facilities Operations Supervisor or a designated alternate.
- B. The Commission's contact person will be the Senior Facility Operations Specialist and a designated alternate.
- C. Promptly process payments.

- D. Payment will be made within 30 days of the end of each month or when invoice is received, whichever is later.
- E. The Commission's representative shall provide a communication logbook, which shall be reviewed by the Contractor on a daily basis. The Commission's representative shall designate a mutually agreeable permanent location for the communication logbook. This logbook will not be removed from the premises and is the property of the department. Entries into the communication logbook shall be made by the Commission's representative and/or the Contractor's representative only, unless other agreed upon representative(s) are designated. The communication logbook shall provide daily communications between the Commission and the Contractor containing, but not necessarily limited to:
1. Abnormal or unusual conditions affecting the physical and material aspects of the building or its contents. (i.e. unlocked doors, breakage, damage)
 2. Mitigating circumstances, which prevented the Contractor's employees from performing the contractual service(s).
 3. Infractions of the Contractor employees.
 4. Infractions of the specified requirements for the contract.
 5. Unsatisfactory performance by the Contractor.
 6. Security infractions.
 - i. The communication log book shall not necessarily be the only means of communication but shall be kept updated regularly and considered official documentation.
 - ii. Repeated unsatisfactory performance and/or infractions of the contract shall be addressed in formal correspondence to the Contractor.

7. GENERAL CONDITIONS:

- A. The various tasks and schedules for performances of work, as outlined in this contract, are not to be taken as limiting. All work is to be performed in a manner satisfactory to and acceptable by the Commission. The intent of this contract is for the building, office equipment and furniture to be kept clean and in first-class condition.
- B. No products, supplies or equipment shall be used by the Contractor, which are injurious or damaging to the surfaces to which they are applied.
- C. The Contractor's employees are not to dust desks or table tops that have papers, etc. on them. Any tops to be cleaned shall have all papers removed at the end of each workday by Missouri Department of Transportation employees.
- D. If special attention is needed, a note shall be left in a mutually determined area, and/or a phone call made to the Contractor, or Contractor's representative.

- E. The Contractor shall submit a monthly invoice to MoDOT – District 4, Business & Benefits, 600 NE Colbern Road, Lee’s Summit, MO 64086.
- F. The Contractor shall fully coordinate his or her activities in the performance of the contract with the Commission’s designated representative.

BID FOR JANITORIAL SERVICES

1. BIDDING REQUIREMENTS:

- A. The Contractor shall provide janitorial services for the Missouri Department of Transportation's District 4 Headquarters Complex, located at 600 NE Colbern Road and 2050 NE Independence Avenue, Lee's Summit, Missouri, in accordance with the terms and conditions set forth herein. The Contractor must perform all janitorial services as outlined in RFB # B4-08-008 in a manner satisfactory and acceptable to the Missouri Department of Transportation.
- B. The Contractor shall provide services for approximately **82,019** total square feet (approximately **76,177** Square feet area at the District 4 Headquarters Building and approximately **5,842** square feet area at the District 4 General Services Building.) Contractor agrees that any addition to the square footage of either Building will be added at the stated rate bid per square foot on this bid form.
- C. As indicated on Page 2 of this bid, any bidder interested in a walk-through of the buildings will need to be present at 10:00 AM on Tuesday, September 9, 2008, at 600 NE Colbern Road in Lee's Summit, MO.
- D. Each bidder is solely responsible for a prudent and complete inspection, examination, and assessment of the work site facilities, and/or any existing condition, factor, or item that may affect or impact on the performance of service described and required by this bid.
- E. All questions regarding the scope of work involved with this bid should be directed to Robin Warren at 816-622-0054 or Toni Terry at 816-622-0056.
- F. **A sealed bid must be received no later than 1:00 PM (CST) on Tuesday, September 16, 2008,** at the Missouri Department Of Transportation – District 4, General Services Procurement Division, ATTN: General Services – Procurement, 600 NE Colbern Road, Lee's Summit, MO 64086. Bids will be publicly opened and read on September 17, 2008. **BIDS MUST BE RETURNED IN A SEALED ENVELOPE CLEARLY MARKED AS "RFB # B4-08-008 (Janitorial Service)" IN THE LOWER LEFT CORNER OF THE ENVELOPE.** The Department does not recognize the U.S. Mail, United Parcel Service, Federal Express, or any other entity or organization, as its agent for purposes of accepting bids.
- G. The bidder may withdraw, modify, or correct their bid after it has been deposited with the department, provided such request is submitted in writing and received before the time specified for opening bids. Such a request received within the time specified will be accepted, attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified, corrected, or withdrawn after the time specified for the opening of bids.
- H. The Missouri Department Of Transportation reserves the right to reject any and all bids. Once the sealed bids are opened, bidders cannot change, supplement, or withdraw the bids without the written permission of the Highway Commission.

2. CONTRACT PERIOD:

The contract begins on or around October 1, 2008 and ends September 30, 2009.
(Beginning date may vary pending approval of the contract by Commission.)

3. CONTRACT EXTENSION:

The Missouri Department Of Transportation shall have the right, if mutually agreed, to extend the Contract period for up to two (2) additional one-year periods, or any portion thereof.

4. ADDITIONAL SQUARE FOOTAGE:

Additional square footage may be, by mutual agreement, added to this contract at the firm price per square foot shown on the pricing page.

5. PRICING:

ALL PRICING SHOULD BE PROVIDED ON THE FOLLOWING PRICING PAGE.

PRICING PAGE

The bidder shall provide a firm, fixed per square foot, per month price for the original contract period and a maximum per square foot, per month price for each potential contract period for providing all services in compliance with the requirements of this Request For Bid. All costs associated with providing the required services shall be included in the stated price(s).

DESCRIPTION	ORIGINAL CONTRACT PERIOD <i>Firm Fixed Price</i>	1st RENEWAL PERIOD <i>Maximum Price</i>	2nd RENEWAL PERIOD <i>Maximum Price</i>
Janitorial Services as described in bid and specifications			
	Per Sq. Ft., per Month	Per Sq. Ft., per Month	Per Sq. Ft., per Month
Resulting in a monthly price of:			
	Per Month	Per Month	Per Month

(This "Per Month" price based on original square footage of approximately **82,019** square feet.)

PLEASE COMPLETE BELOW:

DATE: _____ FIRM NAME: _____
 TELEPHONE: _____ ADDRESS: _____
 FAX NO: _____
 RFB #: **B4-08-008** BY (Signature): _____
 TYPE/PRINT NAME: _____
 TITLE: _____

BIDS MUST BE RETURNED IN A SEALED ENVELOPE CLEARLY MARKED AS "RFB # B4-08-008 (Janitorial Service)" IN THE LOWER LEFT CORNER OF THE ENVELOPE.

The contract will be awarded to the lowest responsive bidder demonstrating the necessary knowledge, experience, and resources to accomplish the requirements set forth herein.

The Missouri Department of Transportation reserves the right to reject any bid received as unacceptable for reasons which may include but not necessarily limited to: 1.) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the bidder within the past five (5) years; and/or 2.) failure by the bidder to demonstrate familiarity with the physical layout and condition of the buildings to be cleaned.

BIDDER'S EXPERIENCE AND RELIABILITY

1. Experience and reliability of the bidder's organization will be considered in the evaluation for awarding this contract. Therefore, the bidder is advised to submit adequate information to document successful and reliable experience in past performance. Complete the following forms to provide this information. Attach additional pages if necessary.

1	PRIOR SERVICES PERFORMED FOR:
	Company Name
	Street Address
	City, State, Zip
	CONTACT AT COMPANY FAMILIAR WITH YOUR PERFORMANCE:
	Title
	Telephone Number
	Total # of Sq. Feet Cleaned
	Description of Cleaning Services

2	PRIOR SERVICES PERFORMED FOR:
	Company Name
	Street Address
	City, State, Zip
	CONTACT AT COMPANY FAMILIAR WITH YOUR PERFORMANCE:
	Title
	Telephone Number
	Total # of Sq. Feet Cleaned
	Description of Cleaning Services

3	PRIOR SERVICES PERFORMED FOR:	
	Company Name	
	Street Address	
	City, State, Zip	
	CONTACT AT COMPANY FAMILIAR WITH YOUR PERFORMANCE:	
	Title	
	Telephone Number	
	Total # of Sq. Feet Cleaned	
	Description of Cleaning Services	

4	PRIOR SERVICES PERFORMED FOR:	
	Company Name	
	Street Address	
	City, State, Zip	
	CONTACT AT COMPANY FAMILIAR WITH YOUR PERFORMANCE:	
	Title	
	Telephone Number	
	Total # of Sq. Feet Cleaned	
	Description of Cleaning Services	

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder’s attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- [] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left.

- [] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the “United States” as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the “United States” as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document if true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder’s failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and

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equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
 - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
 - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.

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2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**

c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

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SPECIAL TERMS AND CONDITIONS

Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
 - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
 - 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 for any one person in a single accident or occurrence.
 - ii. Not less than \$2,000,000 for all claims arising out of a single occurrence.
 - 3) Special Hazard Insurance: As required.
 - 4) Builder's Risk: Not less than the full Contract amount.

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the provisions outlined in the solicitation documents.

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Permits, Licenses and Safety Issues

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

- a. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

Failure to Execute Contract

- a. Failure to execute the contract within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Delivery – Additional Requirements

- a. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day
- b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

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Cancellation of Contract

- a. If the Contractor fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion within the time specified, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor.
- b. If, within ten (10) days after such notice the Contractor does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, the Department shall have full power and authority to cancel the contract.